38TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 19.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

COMMUNICATING

A report from the Secretary of State and accompanying papers, relative to the claim on this government, of the owners of the French ship La Monche, and recommending an appropriation for the satisfaction of the claim.

FEBRUARY 17, 1864.—Read, referred to the Committee on Foreign Relations, and ordered to be printed.

To the Senate and House of Representatives:

I transmit to Congress a report from the Secretary of State, with the accompanying papers, relative to the claim on this government of the owners of the French ship La Manche, and recommend an appropriation for the satisfaction of the claim, pursuant to the award of the arbitrators.

ABRAHAM LINCOLN.

WASHINGTON, *February* 16, 1864.

DEPARTMENT OF STATE,
Washington, February 16, 1864.

The Secretary of State has the honor to lay before the President a copy of the papers relative to the claim on this government of the owners of the French ship La Manche, captured in August, 1862, by the United States ship-of-war Ino, and sent into Boston for adjudication, upon the supposition that she had, in violation of the blockade, sailed from a port in the possession of the insurgents. The vessel was subsequently restored, pursuant to a decree of the district court of the United States at Boston, but the owners claimed damages for the capture and detention. This claim, though unquestionably just in principle, seemed to the Secretary of State, as first presented by the French minister, to be exaggerated in amount. A proposition was consequently made to Mr. Mercier to refer the question as to the sum properly due to an informal arbitration This proposition was accepted, and the award of the arbitrators is one of the accompanying papers. From the high character of those gentlemen for integrity and intelligence, it is suggested that an appropriation of the amount found to be due may confidently be recommended to Congress.

Respectfully submitted.

WILLIAM H. SEWARD.

THE PRESIDENT.

List of papers accompanying the report of the Secretary of State of the 16th of February, 1864, to the President, relative to the claim of the owners of the French ship La Manche:

V'te Treilhard to Mr. Seward, with accompaniments.....July 25, 1863.
Mr. Seward to V'te Treilhard.....August 11, 1863.
Mr. Seward to Mr. Mercier.....September 18, 1863.
Mr. Mercier to Mr. Seward.....October 20, 1863.
Mr. Seward to Mr. Dana.....October 27, 1863.
Mr. Dana to Mr. Seward.....November 16, 1863.
Mr. F. W. Seward to Mr. Mercier.....November 18, 1863.
Mr. Mercier to Mr. Seward.....December 3, 1863.
Mr. Seward to Mr. Mercier.....December 7, 1863.
Mr. Seward to Mr. Forbes.....December 7, 1863.
The Arbitrators to Messrs. Seward and Mercier, with an accompaniment.....February 5, 1864.

Viscount Treilhard to Mr. Seward.

[Translation.]

LEGATION OF FRANCE,
Washington, July 25, 1863.

SIR: The French ship La Manche, captured the 23d of August, 1862, by the federal cruiser Ino, having been, on the 27th of September, released by judgment of the court of prize sitting at Boston, Messrs. Le Roux Brothers & Co., of Havre, fitters-out and owners of the ship, have subsequently brought before the court of prize an action for damages and interest.

This court has just rendered judgment by which, whilst setting aside responsibility on part of the captors as being excusable for having taken a vessel carrying irregular papers emanating from the New Orleans custom-house, it decides that this irregularity could not, in any manner, be imputed either to the captain or owners of the vessels, and, consequently, that these retained the right, full and entire, to avail of this against the government of the United States.

The agent of Messrs. Le Roux has, in consequence, addressed to me a stated account in detail of the business, which I have the honor to annex hereto, No. 1.

The ship having, during the time of her detention at Boston, been exposed to serious damage, which made repairs necessary, the consul of the Emperor at said port deemed it to be his duty to address a letter to the United States attorney, in which he established, in advance, the right of the owners to just compensation for material damages for which they should not be responsible. This paper is here annexed as No. 2. In fine, under No. 3, is annexed the account in detail of damages and interest claimed by Messrs. Le Roux. These damages are estimated for losses positive or eventual, as well as for indemnity due for the ship and crew, by reason of the detention suffered, at the sum of 512,854 francs 90 centimes. In this sum the costs of law proceedings and the fees of counsel during the continuance of the suits at law are not included, the estimate for this expense not having yet been ascertained.

The right of the claimants to just indemnity having been admitted by the government of the United States, I submit the matter with confidence to its impartial scrutiny.

Please accept, sir, the assurance of my highest consideration.

For the minister and by authorization, the first secretary of legation,

TREILHARD.

Hon. WILLIAM H. SEWARD,
Secretary of State, &c., &c., &c.

No. 1.

Petition of Messrs. Le Roux Brothers & Co., of Havre, to the Minister of France at Washington.

BOSTON, *July* 20, 1863.

MR. MINISTER: Messrs. Le Roux & Co., of Havre, French subjects, respectfully claim, through your excellency's intervention, the protection of the imperial government for a very considerable damage caused to them by an American ship-of-war.

These gentlemen are owners and fitters out of the French ship "Manche," which sailed from Havre for Cardiff, the 24th May, 1862, with all the papers on board proving her nationality, and giving her right to the protection of the French government.

In April, the Manche made sail from Cardiff for Martinique, and on the 27th of May left that island for Santiago de Cuba, where her captain learned that the blockade of New Orleans was raised by the government of the United States, and that the President, Lincoln, had, by his proclamation, invited foreign vessels to come and traffic there. Consequently, the ship Manche sailed the 5th of June from Cuba for New Orleans, found the blockade was raised, and that the government of the United States was in possession of the port. The vessel entered at the custom-house according to the forms required; paid her dues; took in a cargo of tobacco and staves for account of Mr. José Campion, merchant, of Valencia, Spain, whose agent freighted the Manche at New Orleans, and from which the ship set sail for Cadiz the 31st of July, and crossed the bar the 1st of August. Her voyage was lawful in all respects. The Manche could claim all the rights of a neutral, and in no manner was she mixed up with the affairs of the government of the United States, nor violated the laws. On the 23d August the Manche was boarded at sea by the American ship-of-war Ino, seized by her armed marines, and sent as prize to Boston. The captors negligently caused the vessel to strike while entering the port of Boston, and it was then perceived that she had experienced serious injury. After arrival she was made fast to a dangerous wharf and was persistently left there, notwithstanding the remonstrances and the protest of the consul of France, (of which a copy is annexed,) and remained there long enough to be considerably injured. Then it was that two different consultations of experts, appointed and sworn according to law, declared that the ship was not in condition then to go to sea, and should be repaired before making sail to continue her voyage. The necessary repairs were consequently made, and occasioned heavy disbursements. It was then that the authorities of the United States announced that there was no cause why the Manche should be declared good prize, and consequently she was released and restored to her captain.

But the crew of the Manche, composed of fourteen French citizens, had been illegally made prisoners, and detained during a considerable time, at the moment they were completing a lawful voyage in a neutral vessel; and this vessel was not restored to her captain until after she had been so seriously damaged that two consultations of American experts, experienced men, and qualified according to law, decided that the vessel was not in a state to continue her voyage unless she were properly repaired. Since that time, the petitioners, Messrs. Le Roux & Co., have, by their agent and counsel, been incessant in their call for justice and reparation. They were informed that before your excellency could demand reparation from the government of the United States, it was necessary that they should first ask for justice in the courts of the United States. This was immediately done, and after great expense and much delay they at last received a judgment in the prize court, which is, that they have no claim for indemnity as against the captors, but must address themselves to the government of the

United States, at Washington. Now, Messrs. Le Roux & Co., without any delay, address their claim to you, and in doing so relate the facts concerning this illegal and extraordinary capture.

When the Manche was chased, on the 23d of August, by the Ino, Captain Bourhis did precisely and exactly what he was bound to do by the law of nations. He did not at first observe that he was chased, but when he became aware of it he hoisted the French flag as soon as the Ino showed her colors. As soon as she fired a gun Captain Bourhis brought her to, and permitted a boat from the Ino to board the Manche. He delivered his papers without resistance, and permitted them to be examined. The papers of the Manche were examined, and Captain Devens, of the Ino, declared that one of the papers, the manifest, was *not in due form*, and that, consequently, the ship Manche was good prize. This was the cause and sole cause of seizure, as appears evident by the written order of Captain Devens to his prize captain, of which a copy is annexed.

Thus the cause of this flagrant violation of the rights of neutrals, of which French subjects are victims, who went to New Orleans on the faith of the President's proclamation inviting foreign commerce, was the pretended irregularity of papers delivered by the authorities of the United States at New Orleans; consequently, it becomes necessary to say here what these papers were.

The papers delivered by the United States authorities at New Orleans were—

1. A bill of health, according to the forms required—certificate that there was not on board the Manche any case of epidemic or contagious malady.

2. A clearance by the collector of customs at New Orleans, under his signature and official seal, authorizing the Manche to leave.

3. A copy, or rather duplicate original, of the manifest, with certificate of the oath of the captain of the Manche on back of it, signed by the collector of the customs at New Orleans. By this oath, which Captain Bourhis was obliged to take at New Orleans before he could clear his vessel, he swore that he would not disembark any part of his cargo in the Confederate States. And this paper was declared irregular by the captain of the Ino, and for this reason he suspected, or pretended to suspect, that the Manche had not been at New Orleans, but had run the blockade by coming out from some rebel port, and was, consequently, good prize.

From the point of view of the petitioners relative to the question in discussion, it is of little importance to them whether this oath was legal or illegal, and whether the papers were or were not according to the forms required. They were invited by the President of the United States, as well as all neutrals, to go and trade at New Orleans. They found this city in the absolute power of the army and navy of the United States; they paid such duties of entry as the authorities of the United States *ordered them to pay*, took such papers, made such oaths, and paid such fees as the custom-house officers of the United States exacted. They had no control, direct or indirect, over the form of the papers, nor over any of the measures taken by the custom-house at New Orleans. If the papers were not in accordance with the laws of the United States, it was because the officers to whom the authority and power of the United States at New Orleans had been delegated were ignorant of the laws and neglectful of their duties, or because, exercising despotic power at New Orleans, they made their own forms, established their own regulations, and their power became their sole rule of action. It would have been as possible for the captain of the Manche to control the government of New Orleans as to prescribe the form of the papers and the measures taken by the authorities If the papers, or rather one of these papers, was erroneous, it was the fault of the officers of the customs at New Orleans; and as that fault has produced, to the detriment of innocent neutrals, the grave consequences above mentioned, the government of the United States is entirely responsible for them.

But the error committed by the officers of the customs at New Orleans is not the only one of which the petitioners have, unhappily, reason to complain. This vice of form in the manifest made the captain of the Ino suspect, or rather pretend, that the Manche *had not been at New Orleans, as her papers proved,* and, consequently, induced him to suspect that the vessel had forced the blockade by coming from some rebel port.

The petitioners will prove how ill-founded and unjustifiable is this suspicion, although such proof is not at all necessary to give value to their just claims. The petitioners firmly believe that the captain of the Ino was bound to recognize all the papers of the Manche with most scrupulous regard, and had not the right to neglect to examine each of them, or to abstain from taking their tenor into consideration.

Relative to the question whether *the Manche had or not been at New Orleans*—that which was the only point on which he pretended to have suspicions—he had in his hands the very important facts following:

1. The Manche was a French ship, and her nationality was recognized by Captain Devens. Her numerous ship's papers, which were regular even in the smallest details, according to the prescriptions of our laws, established and ruled this question beyond the least doubt. It is, beside, notorious that our countrymen have never attempted to violate the blockade, and a French vessel has, consequently, title to be treated with a certain consideration, and upon no pretext ought she to be seized upon a frivolous suspicion.

2. These documents proved beyond doubt, even to a jealous and suspicious mind, that the Manche had been to New Orleans, and had sailed from that port.

These documents, which proved incontrovertibly that the Manche had been at New Orleans, were:

1. The certificate of the French consul at Santiago de Cuba, clothed with the official seal, which authorized the Manche to set sail for New Orleans, certificate corroborated by the log-book, which, according to our laws, the captain is obliged to keep, and in which it is mentioned that the Manche had actually sailed from that port to New Orleans; this log-book could not be changed or false, because it was clothed with attestations and seals of the authorities at each port. This certificate was also confirmed by the nautical journal, containing the daily mention of the Manche's course, her arrival at New Orleans, and all the circumstances pertaining to it; the unloading of coal; the lading a new cargo, and her departure from that port for Cadiz.

2. The certificate of the French consul at New Orleans, signed by him and clothed with his seal, which proves the arrival of the Manche at that port, and her departure for Cadiz.

3. The certificate of the Spanish consul at New Orleans, signed by him and clothed with his seal, giving a description of the Manche, and a certificate that part of the cargo had been shipped by M. Campion, for account of the Spanish government.

4. The two clearances, signed by the employés of the custom-house at New Orleans, clothed with their seals, the authority of which cannot be contested. Consequently the petitioners respectfully declare that it was impossible for any one acting without ill-will, malice, or bad faith, not to be convinced, after having examined all the papers, that the Manche had been at New Orleans.

The petitioners show also to your excellency that the pretended irregularity in the paper could not give room for any suspicion, and they know not what can have been the pretext for any. But it is admitted that this pretended irregularity was caused by the custom-house officials of the United States at New Orleans, who used the old confederate printed forms, or who, for reasons known to themselves, adopted that form of oath.

It is notorious that complaint was made that merchandise cleared at New Orleans, shortly after being captured by the federals, was transhipped in some

of the small harbors, creeks, or bayous, not far from New Orleans, to be thence landed in the Confederate States. We should not, therefore, be surprised that the captains of vessels were obliged to make oath that they would not land any part of their cargo in the Confederate States. We repeat, however, that we are not responsible for the manner in which the oath was made to be taken. Captain Bourhis was compelled to take this oath, which he did before an officer of the custom house at New Orleans. We should, then, be protected, because we respectfully submitted to the formalities enacted by law.

The capture of the Manche has been attempted to be justified by other arguments, although, as we have said above, the only point which Captain Devens alleged was the real or pretended irregularity in the papers. These arguments are: First, that the Manche changed her course while she was being chased. The fact is, that at noon the captain of the Manche took his customary observation, found a slight deviation in his course, and rectified it *one point only*. It was so very slight a change, as all navigators know, that it should not give room for any remark. But the moment at which this change was made should be remarked. It was after the Ino had crossed the line of intersection of the two vessels, when each moment increased the distance between the two vessels, and this change, in fact, brought the two vessels nearer one another. Never could any change (even a material change of several points) have occasioned less suspicion. But this is not all. Captain Bourhis, by the maritime law of nations, had the absolute right to take the course which suited him, make sail as he should will, and avoid any vessel whatever, if that pleased him; his only obligation being to heave to when invited to do so by a cannon shot, and that is what he did. Secondly, Captain Devens insinuated that the Manche drew more water than her cargo warranted. The reply to this insinuation is, that ships differ in their *draught of water*, and all seamen know it. This should not have given place for any suspicion. Thirdly, it has been said that the voyage of the Manche, from her departure from New Orleans to the period of her capture, had been very long. We answer to this, that she had met head winds, as her sea journal attests, as was stated to the captors at the moment of capture. For the rest, there may be seen in the marine records that there have been many still longer voyages of sailing vessels leaving New Orleans and taking the same course.

In a word, the reasons of the captors are frivolous and brought forward only in the hope of palliating a fault, excusing a considerable injury done to the vessel, and an act of flagrant violation of neutral rights.

We conscientiously estimate the damages we have suffered at 512,854.90 francs, not inclusive of fees of our counsel, the amount of which will be stated in due season; and we respectfully beg your excellency to be so good as to support our just claim, so that this sum may be paid, by way of indemnity, in gold or silver, with interest, by the government of the United States.

Accept, Mr. Minister, the respectful homage with which we have the honor to be your very obedient, humble servants.

By procuration, Messrs. LE ROUX & CO.,
NAS. MESSEMAECKE.

No. 2.

[Translation.]

BOSTON, *September* 18, 1862.

SIR: At the interview I had the honor to have with you on the 8th instant, having informed you that the French vessel Le Manche had just been brought, by order of the United States marshal, where there exists only four feet at low

water, and had strained her much, you hastened to assure me that you would see that the vessel should immediately have a change of berth.

I cannot doubt that you gave orders in this respect, but as no account has been made of this, and the Manche has been left in a situation which involves her soundness, I think it is my duty to bring this fact to your knowledge.

In acting thus I believe I anticipate your wishes, doubtless in conformity with mine, for it is alike your duty to protect the interests involved in a business already sufficiently to be regretted.

Deign, Mr. Attorney, to accept the assurance of the respectful consideration of your obedient servant,

I. E. SOUCHARD,
Consul of France.

Mr. DANA,
Attorney of the United States, Boston.

BOSTON, *July* 20, 1863.

True copy of the original draught, filed in the chancery of the French consulate, at Boston.

D. COURTOIS, *Chancellor.*

Examined for legalization of the signature of M. Courtois.

I. E. SOUCHARD, *Consul.*

[CONSULAR SEAL.]

[Translation.]

Indemnities to be claimed from the federal American government of the United States, by Le Roux Brothers & Co., merchant ship-owners at Havre, in consequence of the illegal capture by said government of the three-masted French ship Manche, Captain Bourhis.

Losses, positive and eventual, suffered by the owners of the three-masted ship Manche, in consequence of the illegal capture of this vessel by the federal authorities, August 23, 1862:

Positive losses: (To establish these positive losses it is necessary to call to mind that 85 days elapsed from the day of the capture of the ship to the day when she could have got back to the place of capture; that is, from the 23d August, the day of capture, to the 27th August, the day on which the vessel anchored at Boston, five days; from August 28 to November 10, the day of the last interrogatories of the officers and departure of the vessel, say 75 days' detention at Boston; in fine, five days for regaining the point where captured.)

	Francs.
1. Wages of the crew, following the muster-roll, officers included, 1,145 francs per month, or 38 francs 17 centimes per diem, for 85 days	3,244.45
2. Subsistence provided for fitting out for officers and crew, at the rate of one dollar a head, at rate of five francs, (for 15 men) (There must be deducted from this sum 352 francs 74 centimes, at exchange of 5 francs, for purchase of victuals at Boston, not coming from ship's stores.)	6,375.00
3. Benefit of our policy on the vessel completely lost, because, by the terms of the policy at Havre, article 3, our vessel, by reason of the capture, ceased to be insured, and the premium of 5 per cent. on 60,000 francs for six months is gained	3,000.00
4. Insurance on freight, the benefit of which is lost by the terms of article 2, before cited, of printed policies of Havre, in con-	

		Francs.
sequence of the capture and deviation of the ship, that is 2¼ per cent. on 50,000 francs assured		1, 125. 00
Interest on three months' detention of the ship and freight, at 6 per cent. per annum, 1½ per cent. upon—		
1st, real value of the ship, of which half only was insured, in consequence of the insurance on freight, for	120, 000. 00	
2d, freight insured for 50,000 francs, but being 32,176 francs 45 centimes, or $6,128 85, at five francs 25 centimes	32, 756. 45	
Interest for detention, 1½ per cent	152, 756. 45	2, 282. 66
5. Repairs and sundry charges caused to the vessel in consequence of her stay at Boston, amounting by bill to 17,875 francs, from which it is proper to deduct—		
1st, advances to crew and officers at Boston, $123, and, 2d, food spoken of, section 2, amounting to $352 74, which reduces as follows the bill in question	$3, 575 00	
Advances to crew at Boston	$123 00	
Victuals paid at Boston	352 74	475 74
At 5 francs exchange	3, 099 26	15, 496, 30
6. Deterioration of sails and rigging of the vessel in consequence of long stoppage at Boston, and of the daily promise of release which obliged them to be always ready to get away, estimated		5, 000. 00
7. Actual depreciation of value of ship in consequence of her striking in the port of Boston, leaking since such accident, as proved by the injuries experienced to the cargo after a short passage of 18 days from Boston to Cadiz, without any important event, on 120,000 francs		2, 500. 00
8. Delay of landing cargo at Cadiz in consequence of the winter season, and damages to cargo by the difference of the weather from what would have been necessary at the beginning of September, estimated at 21 days, thus:		
Wages and subsistence of crew	*Fr.* 2,404. 85	
Interest on capital and freight	991. 15	
Insurance	1,200. 00	
		4, 596. 00
(Each month begun reckoned as completed.)		
9. Insurance, 1½ per cent. on the bill for 17,875 francs, assured for 20,000 francs as complementary filling out made at Boston		300. 00
10. Taking for basis the ordinary wayfaring of the ship Manche, sailing from Boston to Cadiz in 18 days, it may be said, the Manche would have taken 10 to 12 days at most to go from the place of capture to Cadiz, and would thus, but for this illegal act, have completed her voyage from New Orleans to Cadiz in 33 or 34 days; but the ship made a freight of $6,128, at exchange 5.25, or 32,176.45 francs, which for 34 days made a daily freight of 946.30 francs, or, for 85 days' detention		80, 435. 50
(For the rest, this indemnity for delay yields less than 1.75 per ton berth per day for indemnity claimed, as the Manche carries and delivers a freight equivalent to 600 tons, heavy and light.)		
Total positive loss		146, 854. 90

EVENTUAL LOSSES.

The illegal capture of the ship Manche, in taking her from our control for departing from the 2d fortnight of September, has prevented the voyage we had engaged her to undertake for our account, with a cargo of wine and fruits from Cadiz to St. Petersburg, from the moment we were informed the ship Manche was on her return from New Orleans to Cadiz; and on this first ground we have to claim—

	Francs.
1. Indemnity for net freight of 60 francs per ton, from Cadiz to St. Petersburg, on 600 tons, heavy and light	36, 000.00
2. For gain of 20 per cent. on a value of 400,000 francs, mean value of cargo for our account of Spanish wines in casks and fruit in boxes	80, 000.00
(And we will remark that it is of public notoriety on, change at Havre, that our house for several years stands first among those engaged in navigation and exchange with Russia, and especially with St. Petersburg.)	
Besides, our vessel was to receive at St. Petersburg a return cargo of Stockholm tar (goudron) of the first class for New York, an operation which, according to the prices current of the day, would have left a profit on freight and cargo which could not be less than	120,000.00
Eventual losses	236, 000.00
3. And for the molestation of our property under the guarantee of the French flag, we demand *only* a sum of 100,000 francs to be allowed us as an indemnity for the vexations caused to us.	100, 000.00
As for other indemnities which may be due to officers and seamen, composing the whole crew of our ship Manche, for the molestations and vexations of all sorts that they have suffered, as well as the damage done to their interests by a prolonged detention of about three months, we place them under the protection of the representatives of the French government in the United States, and estimate this damage at	30, 000.00

The indemnities above claimed being due to us in francs should be paid to us in gold or silver money, and not in paper of any kind.

LE ROUX, *Freres.*

HAVRE, *January* 26, 1863.

There will still be to be added the costs of the lawsuits and the fees of counsel during all the continuance of judicial proceedings and suits.

Mr. Seward to Viscount Treilhard.

DEPARTMENT OF STATE,
Washington, August 11, 1863.

SIR: I have the honor to acknowledge the receipt of your communication of the 25th ultimo, presenting a claim on the part of the owners of the La Manche, Messrs. Le Roux Brothers & Co., of Havre, and in reply to inform you that it will receive attentive consideration. It is proper, however, that I should state to you that in any event it will not be in the power of this government to pay

any indemnity that may be found to be due until an appropriation for that purpose shall have been made by Congress.

Accept, sir, the renewed assurance of my highest consideration,

WILLIAM H. SEWARD.

Viscount TREILHARD.

Mr. Seward to Mr. Mercier.

DEPARTMENT OF STATE,
Washington, September 18, 1863.

SIR: The result of the examination which has been made by this department of the claim of the owners of the French vessel La Manche, captured by the United States cruiser Ino and taken into Boston, leaves a strong impression that the amount claimed has been unduly exaggerated. While the President would cheerfully recommend to Congress an appropriation of a reasonable amount towards indemnifying the parties interested, he cannot, without further examination, accept the statement which accompanied your note as proper for such a recommendation. Under these circumstances, I suggest to you the nomination of a person at Boston to investigate the subject, in conjunction with a person to be nominated by this department, with power to both of them to choose an arbiter to decide questions upon which they may differ; the testimony already taken in the case to be referred to the commissioners. The result of the investigation thus made would warrant the President in recommending an appropriation by Congress, which there would be good reason to believe might be concurred in by that body.

If, however, this suggestion should not meet with your approval, I see no other alternative towards bringing the subject to a satisfactory close but to await the proceedings of the commission upon the subject of claims generally, propositions concerning which are pending between our two governments.

I have the honor to be, sir, with high consideration, your obedient servant,

WILLIAM H. SEWARD.

Mr. HENRI MERCIER, *&c., &c., &c.*

Mr. Mercier to Mr. Seward.

[Translation.]

LEGATION OF FRANCE TO THE UNITED STATES,
Washington, October 20, 1863.

SIR: I have received the note your excellency has done me the honor to address to me, under date of the 18th of the month last past, in relation to the claim for indemnity of the owners of the ship "La Manche;" and after having consulted the parties interested, I accept, with acknowledgments, the proposition for an arbitration contained therein.

I will allow myself simply to remark to your excellency that it would be particularly desirable that the persons who shall be, on the one part and the other, designated to proceed with the investigation, should be selected from among the merchants of Boston, because the vessel having been carried into that port, they are particularly well situated to understand the details of the matter, and to appreciate the case justly.

As soon as the name of the person on whom the choice of the government of the United States shall fall shall become known to me, I will hasten to

designate, or cause to be designated by the Emperor's consul at Boston, the party who is to be in relations with him, with power to choose, in case of need, a third arbiter to settle questions about which the two first shall not have succeeded in agreeing upon.

I seize this occasion, sir, to renew to your excellency the assurance of my high consideration.

HENRI MERCIER.

Hon. WILLIAM H. SEWARD, *&c., &c., &c.*

Mr. Seward to Mr. Dana.

DEPARTMENT OF STATE,
Washington, October 27, 1863.

SIR: I enclose a translation of a note of the 20th instant, addressed to this department by Mr. Mercier, the minister of France, accepting the proposition of this department to refer the question of the amount due in the case of the captured French vessel, La Manche, to the decision of arbitrators.

His expression of a preference that these may be merchants seems reasonable, and will not be objected to by this department if a competent gentleman of that profession can be induced to act as referee on the part of this government. As such a person may probably be found at Boston, I will thank you to name one. Before doing so, however, it would be advisable to consult him as to his disposition to accept the trust. It is presumed that not much time or labor will be necessary for a proper investigation of the subject. Although some at least of the charges for actual losses will require revision, it is supposed that the arbitrator will chiefly have to decide as to whether any, and if any, what amount of speculative damages should be allowed. It is desirable that the persons oppointed arbitrators should be of high character, such as to insure for their award the respect of Congress, in order that the appropriation of the amount may be made without unnecessary hesitation or delay.

I am, sir, your obedient servant,

WILLIAM H. SEWARD.

R. H. DANA, Jr.,
Attorney of the United States for the district of Masssachusetts, Boston.

Mr. Dana to Mr. Seward.

OFFICE OF UNITED STATES ATTORNEY,
District of Massachusetts, Boston, November 16, 1863.

SIR: In obedience to your request of the 27th ultimo, I have the honor to name John M. Forbes, esq., of Boston, as a referee in the case of the French ship La Manche, and to say that I have seen Mr. Forbes, and that he is willing to accept the trust.

I am, very respectfully, your obedient servant,

RICHARD H. DANA, JR.,
United States Attorney.

Hon. WILLIAM H. SEWARD,
Secretary of State.

Mr. F. W. Seward to Mr. Mercier.

DEPARTMENT OF STATE,
Washington, November 18, 1863.

SIR: I have the honor to acknowledge the receipt of your note of the 20th ultimo, accepting the proposition of this department to refer the question of the amount due in the case of the captured French vessel La Manche to the decision of arbitrators; and to state that John M. Forbes, esq., a highly respectable merchant of Boston, has been named as referee on the part of this government, to meet and confer with such person as shall be designated by you on the part of his Imperial Majesty's government for that purpose.

I have the honor to be, with high consideration, sir, your obedient servant,

F. W. SEWARD,
Assistant Secretary.

Mr. HENRY MERCIER, *&c., &c., &c.*

[Translation.]

Mr. Mercier to Mr. Seward.

LEGATION OF FRANCE IN THE UNITED STATES,
Washington, December 3, 1863.

SIR: Your excellency did me the honor to announce to me, on the 18th of November last, that the federal government had selected Mr. Forbes, of Boston, to act as an arbitrator in the question of reclamation raised by the capture of the Manche. I hasten to inform you that, after taking advice of the interested parties, I have designated Mr. Isaac Thacher, a merchant of Boston, of high respectability, to fulfil the same functions.

In order to prevent any new delay in the settlement of this affair, it is essential that, before entering into the discussion, Messrs. Forbes and Thacher should come to an agreement respecting the selection of a third arbitrator, who, in case of dissent between the two former, should have a deciding vote; and I request your excellency to be pleased to have instructions sent to Mr. Forbes on this subject.

Be pleased, sir, to accept the assurance of my high consideration.

HENRI MERCIER.

Mr. Seward to Mr. Mercier.

DEPARTMENT OF STATE,
Washington, December 7, 1863.

SIR: I have the honor to acknowledge the receipt of your note of the 3d instant, advising me that you have designated Mr. Isaac Thacher, a merchant of Boston, to act as an arbitrator on the part of the government of France, in the question of reclamation raised by the capture of the French vessel La Manche, and requesting me to instruct Mr. Forbes, who had previously been named to fulfil the same functions, on the part of the government of the United States, to come to an agreement with Mr. Thacher respecting the selection of an umpire before entering into the discussion.

In reply I have the honor to inform you that a translation of your note has been sent to Mr. Forbes, with a letter directing him to comply with your wishes regarding the selection of some one to act as an umpire.

Be pleased, sir, to accept the renewed assurance of my high consideration.

WILLIAM H. SEWARD.

Mr. HENRY MERCIER, *&c., &c., &c.*

Mr. Seward to Mr. Forbes.

DEPARTMENT OF STATE,
Washington, December 7, 1863.

SIR: I communicate the translation of a note of the 3d instant, addressed to this department by Mr. Mercier, the French minister accredited to this government, advising me that he has designated Mr. Isaac Thacher, a merchant of Boston, to act as an arbitrator, on the part of the government of France, in the question of reclamation raised by the capture of the French vessel La Manche, and requesting me to instruct you, as I accordingly now do, to come to an agreement with Mr. Thacher respecting the selection of an umpire before entering into the discussion.

I am, sir, your obedient servant,

WILLIAM H. SEWARD.

JOHN M. FORBES, Esq.,
Boston, Massachusetts.

The Arbitrators to Messrs. Seward and Mercier.

BOSTON, *February 5*, 1864.

GENTLEMEN: The undersigned arbitrators appointed by you, and the umpire mutually chosen by the arbitrators, for the purpose of examining and deciding upon the claims for losses by capture and detention of the French ship La Manche by the United States ship Ino, beg leave to report, unanimously, that they have carefully examined the only claims laid before them by his Imperial Majesty's consul here, Monsieur Souchard, being those of Messrs. Le Roux Freres & Co., the owners of the La Manche, for themselves and for the officers and crew of the ship, of which copy (marked A) is herewith enclosed.

That they have examined the papers laid before them in support of said claim, and have called such witnesses as were deemed necessary, and that they do award, as full compensation for said claims, the sum of $140{,}735\frac{15}{100}$ francs, to be paid in a banker's bill on Paris, at 60 days' sight. To which amount is to be added interest at 6 per cent. per annum from this date until the bill is delivered to his Imperial Majesty's representative at Washington.

They do not deem it necessary to specify any of the items of the claim which they have acted upon, excepting the following, which they give for the information of the claimants, viz:

1. For indemnity to the officers and crew of the La Manche, for their personal inconvenience, an allowance has been specifically made, $12{,}977\frac{80}{100}$ francs, being *in addition* to the full amount claimed by the owners of $3{,}244\frac{45}{100}$ francs for wages due during the detention, and also in addition to the full cost of provisions claimed.

2. For the services and expenses of the agent of the owners, Monsieur Messemaecker, the sum of 10,090 francs, which is intended to cover his expenses in returning to France.

They remain, respectfully, your obedient servants,

J. M. FORBES,
ISAAC THACHER,
Arbitrators.
WILLIAM PERKINS,
Umpire.

Hon. WILLIAM H. SEWARD,
Secretary of State, &c., &c., &c.
Monsieur MERCIER,
His Imperial Majesty's Minister to the United States, &c., &c., &c.

[Translation.—Copy A.]

CONSULATE OF FRANCE AT BOSTON,
Boston, January 4, 1864.

SIR: I have the honor to address to you, hereto annexed, through the channel of M. N. Messemaecker, agent of Messrs. LeRoux Freres & Co., of Havre, the account of the indemnity claimed by those merchants against the government of the United States, in reparation of losses of every kind, which they have suffered in consequence of the illegal seizure and detention of their ship Manche.

Please to present, sir, to Mr. Isaac Thacher, merchant of Boston, arbiter for the government of his Imperial Majesty, the homage of the respectful consideration of your devoted servant.

J. E. SOUCHARD,
Consul of France at Boston.

Positive and eventual losses experienced by the owners of the French ship Manche, in consequence of the illegal capture of said ship by the federal authorities on the 23d of August, 1862.

POSITIVE LOSSES.—In order to establish these positive losses, we must remember that eighty-five (85) days elapsed from the day of the capture of the ship Manche to the time she could return to the same spot, viz: from August twenty-third, (23d,) the day of the capture, to August twenty-seventh, (27th,) the day when said ship anchored in Boston harbor, five days; from August 28th to November tenth, (10th,) the day of the last examination of her officers and of the sailing of the ship, viz: seventy-five (75) days of detention in the port of Boston; at length five (5) days for reaching the place where she was captured.

1st. Wages of the crew according to the ship's register, officers included, at the rate of 1,145 francs per month, or 38 francs 17 centimes per day, for wages of 85 days..... $648 89

2d. Provisions provided by the ship owners for the voyage of the Manche, and used by the officers and sailors during the detention of said ship, at the rate of 3 francs per man, 8 francs for each officer, and 30 days' board of guard in cabin..... 1,017 00

3d. The benefit of our insurance policy on the ship is entirely lost to the ship owners, since by the terms of our policy at Havre, article 2d, our ship, in consequence of the capture, has ceased to be insured, and the premium of five per cent. on 60,000 francs for six months has been paid to said insurance office..... 600 00

4th. An insurance policy on the freight, of which the benefit has been lost by the terms of the article 2d aforesaid of the printed policies of Havre, in consequence of the capture of the ship, and putting her out of her course, viz., 2¼ per cent. on 50,000 francs, insured interest of three months of retardment on the ship, and the freight, viz., at six per cent. per annum..... 225 00

1. The real value of the ship, of which one-half was insured in consequence of the insurance of the freight *f*120, 000.00

2. The freight insured for 50,000 francs, but amounting only to 32,176.45*f*, or $6,128 85—at 5*f*. 25*c*. per $1..... 32,176.45

Interest of retardment 1½ per cent. on.... 152, 176 45 456 53

5th. Repairs and other expenses of the ship in consequence of being brought into the port of Boston, amounting, according to the draft, to 17,875 francs, from which should be deducted, 1st, the advance paid in Boston to the officers and crew of the ship, viz., $123. 2d. The provisions mentioned in the first and second sections, amounting to $352 74, which reduce, as follows, the aforementioned draft:

Draft of		$3,375 00	
Advance paid in Boston to the crew	$123 00		
Provisions bought and paid for in Boston	352 74		
		475 74	
The exchange being five francs		3,099 26	3,099 26
6th. Damage to the sails and rigging of the ship, in consequence of her protracted stay in the port of Boston, and of the daily promise of the United States authorities to discharge said ship, which required to keep continually her sails bent on the yards, in order to be ready to go to sea, estimated at			1,000 00
7th. Real depreciation caused to the value of the ship in consequence of her being grounded at Fort Independence; also, at the wharf in the port of Boston, a leak having sprung in her hold since said grounding, as it is proved by the damage done to the cargo after a short voyage of eighteen days from Boston to Cadiz, without any important incident, 120,000 *f.*			5,000 00
8th. Protraction in the discharge of the cargo of La Manche at Cadiz, in consequence of the winter season, and of the damaged condition of said cargo, in comparison with the time which would have been required at the commencement of September, estimated at 21 days, viz: 1. Wages and board of the crew		2,404 85	
2. Interest of the capital and freight, $\frac{3}{4}$ per cent		991.15	
3. Insurance on the ship, 1 per cent., 120,000 *f.*			919 20
(Every month commenced is counted as if it were finished.) Insurance of $1\frac{1}{2}$ per cent on the draft of 17,875 *f.*, insured for 20,000 *f.* For additional fitting out at Boston before her sailing			60 00
10th. Taking for —— the ordinary headway of the ship Manche, which is a good sailer, and her voyage from ——— to Cadiz in 18 days, it can be said that the ship would have gone in 12 or 12 days (at a maximum) from the place where she was captured to Cadiz, and she could thus, without that illegal act, accomplish her voyage from New Orleans to Cadiz in 33 or 34 days. Now, the ship had taken a freight of $6,128 at the exchange of 5 fcs. 25 for 1 dollar, or 32,176 fcs. 45, which for 34 days is at the rate of 946 fcs. 30 per day, viz., for 85 days of detention. Besides, this indemnity claimed for hindrance is at the rate of less than 1 fr. 75 c. for each ton of freight per day, since the Manche carries and delivers in freight the equivalent of 600 tons, both heavy and light			16,087 10

EVENTUAL LOSSES.

The illegal capture of the ship Manche has not only deprived us of her services from the middle of September, but it also prevented the voyage which we intended to undertake on our

own account, with a cargo of wines and fruits from Cadiz to St. Petersburg, as soon as we were informed that the Manche had sailed and was on her way from New Orleans to Cadiz, and on this first head we claim :

1st. For indemnity of a freight at 60 fcs. per ton from Cadiz to St. Petersburg, on 600 tons, both heavy and light	$7, 200 00
2d. For a benefit of 20 per cent. on a capital invested of 400, 000 fcs., the middling value of a cargo on our own account of Spanish wines in casks, and of fruits in boxes, viz :	16, 000 00
(And we observe that it is well known at Havre that our firm is one of the first among those who trade with Russia, and particularly with St. Petersburg.)	
Besides, our ship was to take at St. Petersburg a cargo of Stockholm tar, of the best quality, for New York. A speculation which, considering the current prices of this article at that time, would have given us a benefit on the freight and on the cargo, which could not be figured at less than 120, 000 fcs.....	24, 000 00
3d. And for the molestation done to our property placed under the guarantee of the French flag, we demand that a sum of 100,000 francs should be allowed to us as an indemnity for our trouble.....	20, 000 00
In regard to other indemnities which may be due to the officers and crew of our ship Manche, for the molestation and vexation which they suffered, as well as for injuries done to their business by a protracted detention of about 3 months, we put them under the protection of the representatives of the French government in the United States, and we estimate these damages at 30,000 francs	600 00
The indemnities heretofore claimed being due to us in francs, should be paid in specie of gold or silver, and not in paper currency of any kind. Cost of legal procedure and the fees of the counseller during the whole course of the prosecution....	477 00
The expenses of our agent in America to attend to our business there for one year, and travelling expenses there.....	1, 460 00
Expenses of travel outside of the United States.....	318 00
One month additional time.....	120 00
Interest is to be added on amount of award from August 23, 1862, to time of payment, as exchange cannot conveniently be added, that sum awarded should be decreed by the award to be payable in gold	
J. Lowell, prize commissioner's fees, and cash paid to interpreter	107 50
Supposing it may take the owner's agent still another month to return to France, the arbitrators add another month to his bill	120 00
	104, 915 48
$ a 5 fr.	Francs 524, 577. 4

BOSTON, *January* 4, 1864.

This statement of the claim of the owners of the ship Manche, Messrs. Le Roux Brothers & Co., of Havre, was this day presented by me to the arbitrators appointed for the settlement of the amount of indemnity.

N. MESSEMAECKER.

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